

RECORDATION NO. 21005 FILED

ALVORD AND ALVORD
ATTORNEYS AT LAW
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WASHINGTON, D.C.

NOV 14 '97

2-30PM

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OF COUNSEL
URBAN A. LESTER

RECORDATION NO. 21005-A FILED

NOV 14 '97

2-30PM

November 14, 1997

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are two (2) copies of a Master Equipment Lease Agreement, dated October 7, 1997, a primary document as defined in the Board's Rules for the Recordation of Documents and two (2) copies of a Lease Schedule, a secondary document related thereto.

The names and addresses of the parties to the enclosed documents are:

Lessor: First Security Leasing Company
381 East Broadway, 2nd Floor
Salt Lake City, Utah 84111

Lessee: LRC Credit Corp.
704 E. Gallatin
Livingston, Montana 59407

A description of the railroad equipment covered by the enclosed documents is:

six (6) General Electric locomotives bearing NS reporting marks and road numbers set forth in the Lease Schedule.

RECEIVED
SURFACE TRANSPORTATION
BOARD

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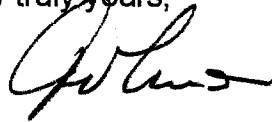
Countersigned

Mr. Vernon A. Williams
November 14, 1997
Page 2

Also enclosed is a check in the amount of \$48.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return one stamped copy of the enclosed documents to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "R. Alvord", written over the closing "yours,".

Robert W. Alvord

RWA/bg
Enclosures

FIRST SECURITY LEASING COMPANY'

RECORDATION NO. 21005-A FILEDLEASE SCHEDULE TO
MASTER EQUIPMENT LEASE AGREEMENT

NOV 14 '97

2-30PM

This Lease Schedule to Master Equipment Lease Agreement (the "Lease Schedule") is entered into pursuant to the terms of the Master Equipment Lease Agreement (the "Agreement") between the signatories hereof dated October 7, 1997 and constitutes a separate lease (the "Lease") thereunder.

All the terms and conditions of the Agreement are hereby incorporated herein and made a part hereof as if such terms and conditions were set forth in this Lease Schedule at length and all capitalized terms not otherwise defined in this Lease Schedule shall have the meaning set out in the Agreement. By their execution and delivery of this Lease Schedule Lessor and Lessee hereby reaffirm on and as of the date hereof all the terms, conditions, agreements, representations and warranties contained in the Agreement. A copy of the signed Agreement attached to the Lease Schedule, which attachment shall adopt the copied signatures on the Agreement as of the date of the Lease Schedule, shall constitute an original lease. A copy of the Agreement and the Lease Schedule shall alone constitute the chattel paper for purposes of perfecting a security interest.

A) Description of Equipment

Quantity	Vendor	Description	ID or Serial #	New or Used	Invoice Purchase Price
1	NORFOLK SOUTHERN RAILWAY CO. et al	1981 GENERAL ELECTRIC, DIESEL-ELECTRIC LOCOMOTIVE	NS4001	Used	\$44,500.00
1	NORFOLK SOUTHERN RAILWAY CO. et al	1981 GENERAL ELECTRIC, DIESEL-ELECTRIC LOCOMOTIVE	NS4020	Used	\$28,000.00
1	NORFOLK SOUTHERN RAILWAY CO. et al	1981 GENERAL ELECTRIC, DIESEL-ELECTRIC LOCOMOTIVE	NS4002	Used	\$28,000.00
1	NORFOLK SOUTHERN RAILWAY CO. et al	1981 GENERAL ELECTRIC, DIESEL-ELECTRIC LOCOMOTIVE	NS3995	Used	\$28,000.00
1	NORFOLK SOUTHERN RAILWAY CO.	1981 GENERAL ELECTRIC, DIESEL-ELECTRIC LOCOMOTIVE	NS3972	Used	\$44,500.00
1	NORFOLK SOUTHERN RAILWAY CO.	1981 GENERAL ELECTRIC, DIESEL-ELECTRIC LOCOMOTIVE	NS3971	Used	\$28,000.00

TOTAL INVOICE PURCHASE PRICE: \$ 201,000.00B) Term. 48 months.

C) Rental.

1. Monthly ☒ 2. Advance ☐
 Quarterly ☐ Arrears ☒
 Semiannually ☐
 Annually ☐

3. Rental Payment Dates: November 30, 19 97, and on the same day of each Month with the final payment on October 31, 2001.

4. Basic Rental in an amount equal to 0.0253632 of the total invoice purchase price of all Items is payable on each Rental Payment Date.

5. Interim Rental in an amount equal to N/A of the invoice purchase price for each Item for each day from and including the date of acceptance for such Item to but excluding the first Rental Payment Date will be payable on the first Rental Payment Date.

D) Residual Value. 0% of the invoice purchase price of each item.

E) Location. The Equipment shall be located at:

Address: 704 E. GALLATAN LIVINGSTON, MT 59407

County: PARK

If required, the Equipment will be registered in MT.

F) Security Deposit. Concurrently with the execution hereof Lessee shall deposit with Lessor the sum of N/A as a security deposit which Lessor may use to satisfy any unpaid late charges, recording fees or other amounts due and unpaid. Any unused portion of the deposit will be returned to Lessee without interest upon expiration or earlier termination of the Lease and upon payment of all sums then due and owing to Lessor, or Lessee may, at its option, apply the unused balance of the security deposit toward the last Rental payment.

G) Insurance. The minimum amount of insurance to be provided by Lessee as required under the terms of the Agreement shall be as follows:

1. Liability:
 \$ 1,000,000.00 each individual
 \$ 1,000,000.00 each accident
 \$ 1,000,000.00 property damage liability
2. Physical Damage and Loss: \$ 201,000.00
3. Additional riders, exclusions or special terms required by Lessor: NA.

FIRST SECURITY LEASING COMPANY

LEASE SCHEDULE TO
MASTER EQUIPMENT LEASE AGREEMENT

H) Certificate of Acceptance.

Lessee, having entered into the Agreement and the Lease Schedule does hereby certify to Lessor that as to the Equipment listed in Section A of the Lease Schedule or any Exhibit attached and incorporated to the Lease Schedule:

1. The Equipment is of a size, design, capacity and manufacture selected by Lessee, is in good condition and has been satisfactorily delivered and installed. Lessee hereby expressly assumes all responsibilities in connection with the delivery and installation thereof;
2. Lessee is satisfied that the Equipment is suitable for Lessee's purposes;
3. Unless otherwise indicated, the Equipment is new and unused on the date hereof except for routine testing and inspection;
4. Upon payment of the Invoice Purchase Price(s) to the Vendor(s) indicated there will be no liens, security interests or encumbrances against the Equipment except the interest of Lessee under the Agreement;
5. There exists no Event of Default or condition which, but for the passing of time or giving of notice or both, would constitute an Event of Default under the Agreement; and
6. The Equipment is personal property and will not become either real property, fixtures or inventory.

I) Other Terms.

NONE

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease Schedule to be duly executed on behalf of each of them on October 7, 1997 and the signatories warrant their authority to bind principals.

LESSEE:

LRC CREDIT CORP.a(n) Montana CorporationBY: *Dale McClear*ITS: PresidentAddress: 704 E. GALLATANLIVINGSTON, MT 59407Federal ID or Social Security Number: 81-0504169

LESSOR:

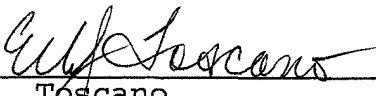
FIRST SECURITY BANK N.A.By: *[Signature]*

Its:

Address: c/o First Security Leasing Company381 East Broadway, 2nd FloorSalt Lake City, Utah 84111

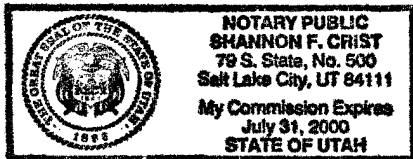
CERTIFICATE OF AUTHENTICITY

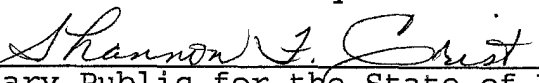
I, Ellen J. Toscano, hereby certify that the attached copy of that certain First Security Leasing Company Lease Schedule to Master Equipment Lease Agreement (the "Lease") is a true, accurate and complete copy of the original Lease.



Ellen J. Toscano

Subscribed and Sworn to before me this 13th day of November, 1997.





Notary Public for the State of Utah
Residing in: SL County, Utah
My commission expires: 7-31-2000